

*Environmental Services Department*

SAN JOSE/SANTA CLARA WATER POLLUTION CONTROL PLANT

March 22, 2010

**ADDENDUM NO. 5  
TO  
THE PLANS AND SPECIFICATIONS  
FOR  
SOUTH BAY ADVANCED RECYCLED WATER TREATMENT  
FACILITY PROJECT – EARLY EARTHWORK**

Notice is hereby given that the following revisions, additions and/or deletions are hereby made of, and incorporated into the Plans and Specifications for the **SOUTH BAY ADVANCED RECYCLED WATER TREATMENT FACILITY PROJECT – EARLY EARTHWORK**

**IMPORTANT**

**THIS ADDENDUM MUST BE ACKNOWLEDGED WHEN YOUR BID IS SUBMITTED. FAILURE TO ACKNOWLEDGE THE ADDENDUM MAY CONSTITUTE GROUNDS FOR REJECTION OF THE BID.**

**INSTRUCTIONS:**

This Addendum No. 5, pages 1 through 6, and attachments modifies the Bidding Documents for the SOUTH BAY ADVANCED RECYCLED WATER TREATMENT FACILITY PROJECT – EARLY EARTHWORK, and shall become part of the Contract Documents for this Project.

The Contract Time is not changed

Submit this Addendum #5 package with your bid proposal.

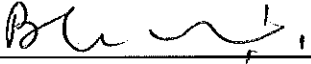
The bidder must sign this addendum in the space provided below and return one signed copy with the bid. Failure to return the signed copy with the bid document shall not relieve the bidder of the obligation to include this addendum in the bid proposal.

\_\_\_\_\_  
Bidder's Name

\_\_\_\_\_  
Signature and Title of Bidder

\_\_\_\_\_  
Date

Approved by:

  
\_\_\_\_\_  
Bhavani Yerrapotu, P.E.  
Division Manager, Technical Support Services  
SJ/SC Water Pollution Control Plant

THIS ADDENDUM CONTAINS SIX (6) PAGES  
PLUS ATTACHMENTS TWO (2) PAGES

**ADDENDUM NO. 5**  
**TO**  
**PLANS AND SPECIFICATIONS**  
**FOR**  
**SOUTH BAY ADVANCED RECYCLED WATER**  
**TREATMENT FACILITY PROJECT – EARLY EARTHWORK**

**March 19, 2010**



## **BIDDERS' QUESTIONS AND ANSWERS**

- 1) **Question:** Being that the Bid date has moved, we are unclear with the response to question #8 of Addendum 3. What is the definition of the *initial stakes for grade and line*? In other words, will the City provide all of the Rough Grade and Fencing Stakes in this *initial* set?

**Response:** Yes, only one set will be provided by the City.

- 2) **Question:** Addendum tells us to bid the off haul to the RSM site, will it be necessary to place a piece of equipment there to spread or stockpile the material?

**Response:** Yes. See revision to Section 02200, Article 3-9 per this addendum.

- 3) **Question:** "It may be appropriate to ask the City if exclusion devices have been installed, if existing buffers are in place, and/or if any vegetation clearing has been conducted by the City (under 9-16.02, the RFP states "*the City will have monitored and controlled the site, including management of vegetation, installing and maintaining protective buffer zones and exclusion devices, as necessary until the issuance of the Notice to Proceed...*". Given the postponement for the bid, if work is to begin immediately following the award, you would be starting right at the height of the nesting season, with nest starts already present if the City has not controlled the site (killdeer are nesting now)– which could significantly delay your construction start date in some areas."

**Response:** The Owner currently has an ecological consultant performing site monitoring for nesting deterrence and will continue the work until the issuance of the Notice to Proceed.

- 4) **Question:** Please provide name and contact number for contact person at RSM FACILITY. What is the physical address of the disposal site? Can we have time to meet the RSM contact person? Do we just dump the material?

**Response:** Do not contact the RSM Facility directly. There is no address for the RSM facility. The location of RSM is shown on Drawing 73-G00-001 re-issued in Addendum No. 3. For placement of material to be hauled to RSM see revisions to Section 02200 per this addendum.

## **CONTRACT DOCUMENTS, VOLUME 1 OF 2, BIDDING AND CONTRACT DOCUMENTS, TECHNICAL SPECIFICATIONS:**

### **Contract Documents Cover**

1. Revise Bid Opening to be "3:00 p.m., March 25, 2010"

### **Bidding and Contract Requirements, BIDDER'S BOND**

1. Replace the BIDDER'S BOND with the attached form.

**Section 02200, EXCAVATION AND FILL FOR STRUCTURES:**

1. Page 02200-2, Article 2-1.03. General Earthfill and Embankment Materials. Replace the entire text in this article with the following:

**"2-1.03. General Earthfill and Embankment Materials.** Earthfill material shall be provided and imported from Contractor's off-site source. No borrow pits shall be opened on site unless such pits are specifically indicated on the drawings.

All materials placed in earthfills and embankments including surcharge fill shall consist of non-corrosive, non-expansive material having a Plasticity Index between a minimum of 8 and a maximum of 15 and a liquid limit less than 50 percent. The minimum gradation percent passing the No.200 sieve shall be 20 percent and maximum shall be up to 40 percent passing the No. 200 sieve. The proposed fill materials shall be tested for their pH value and shall be limited between 6.0 to 8.0.

All material placed in earthfills and embankments including surcharge fill shall be free from asphaltic concrete, rocks or stones larger than the required size in their greatest dimension, brush, stumps, logs, roots, debris, and other organic or deleterious materials. The maximum size of stone in fills and embankment shall be 2 inch [50.0 mm]. Rocks or stones within the allowable size limit may be incorporated in the remainder of earthfills and embankments, provided they are distributed so that they do not interfere with proper compaction. Crushed concrete free of deleterious materials may be used provided it meets the requirements herein and the gradation and specification limits presented in the Table below.

**Gradation and Specifications for 2 Inch Maximum  
General Earthfill and Embankment Materials**

Sieve Size	Gradation % Passing
50.0mm (2")	100
37.5mm (1 ½")	92-100
25.0mm (1")	-
19.0mm (¾")	84-92
12.5mm (½")	
9.50mm (3/8")	
4.75mm (#4)	50-70
2.36mm (#8)	
1.18mm (#16)	
.600mm (#30)	35-45
.300mm (#50)	
.150mm (#100)	
.075mm (#200)	20-40

The fill materials may consist of the following Unified Soil Classification Types of Materials:

GM, GC, and SC

The Contractor shall test the proposed General Earthfill and Embankment Materials for their acceptance. The Engineer reserves the right to inspect the borrow site fill materials prior to the placement of these materials at the site. The Contractor shall also arrange for a backhoe to excavate test pits at the borrow site under the direction of the Engineer to confirm that the proposed fill materials are consistent in uniformity and gradation and do not exhibit an in-situ moisture content that is excessive to achieve the compaction criteria as specified herein."

2. Page 02200-3, Article 2-1.06. Select Fill. Delete text under this article and replace with "Not used."
3. Page 02200-3, Article 2-1.06.01. General Fill Select Fill. Delete text under this article and replace with "Not used."
4. Page 02200-3, Article 2-2.01. Preliminary Review of Materials. Replace the text in this article with the following:

"2-2.01. Preliminary Review of Materials. As stipulated in the Quality Control section, all tests required for preliminary review of materials shall be made by an acceptable independent testing laboratory at the expense of Contractor. Two initial gradation tests shall be made for each type of general earthfill and embankment fill, granular fill, or other specified material. One additional gradation test shall be performed for each additional 2,000 tons of general earthfill and embankment fill material delivered to the jobsite or suitable onsite material incorporated in general fill. In addition, one set of initial Atterberg Limits test shall be made for each fill material containing more than 20 percent by weight pass the No. 200 sieve and for materials specified by Atterberg Limits. One additional Atterberg Limits test shall be made for each additional 2,000 tons of general earthfill and embankment material delivered to the jobsite or suitable onsite material incorporated in general fill. At least two pH tests shall be performed on each type of general earthfill and embankment material used."

5. Page 02200-4, Article 2-2.02. Field Testing Expense. Replace the word "Owner" in the first sentence with the word "Contractor".

Also, add the following second paragraph to this article:

"The Contractor shall be aware the Owner will be performing separate moisture-density (Proctor) tests and relative density tests on the materials, and in-place field density tests at the expense of Owner. Contractor shall provide access to the materials and work area and shall assist the Owner's laboratory as needed in obtaining representative samples."

6. Page 02200-4, Article 2-2.03. Required Field Tests. Replace the first sentence of this article with:

"For planning purposes the following guidelines shall be used for frequency of field tests for the testing services to be performed by the Contractor."

Replace the second listed test description with the following:

"For general earthfills and embankments, an in-place field density and moisture test for each 250 cubic yards of material placed."

Delete the third listed test description pertaining to structure backfill or select fill.

7. Page 02200-9, Article 3-4.03. Select Fill. Replace the text under this article and replace with "Not used."

8. Page 02200-9, Article 3-7.02. Settlement Devices. Replace the last paragraph in this article added by Addendum No. 3 with the following:

"During the placement of all earthfill materials within the surcharge fill areas and at the future MF/RO/UV Process Structure area, the Owner will survey the location and record the initial elevations of the settlement devices and subsequent elevations as the fill material achieves heights of two (2) foot intervals above the stripped grade surface elevations."

9. Page 02200-11, Article 3-9. Disposal of Excavated Materials. Revise the third paragraph added by Addendum No. 3 as follows:

"The excess stripped, excavated material not used for topsoil, as specified herein and shown on the drawings, shall be removed from the site and disposed at the City's Residual Solids Management (RSM) located as shown on Drawing 73-G00-001. The excavated material to be disposed at the RSM shall be free of unsuitable materials described above. **The Contractor shall provide equipment at the RSM to spread and stock the excavated top soil at the area designated by the RSM site operator. The RSM does not have a separate address.**"

## **CONTRACT DOCUMENTS, VOLUME 2 OF 2, DRAWINGS:**

### **Sheet #6 of 7, Drawing 73-C00-001:**

1. Replace Note 5 on the drawing with the following:

"5. CONTRACTOR SHALL PLACE 6-INCH THICK CALTRANS CLASS II AGGREGATE BASE MATERIAL COMPACTED TO 95% FOR THE CONSTRUCTION ACCESS ROAD. WIDTH OF ROAD VARIES BETWEEN 11 FEET AND 22 FEET."

2. Add the following sentence to the end on Note 6:

"SMALL FESCUE (*VULPIA MICROSTACHYS*) SEEDING SHALL BE APPLIED AT A RATE OF 15 LBS PURE LIVE SEED PER ACRE."

## BIDDER'S BOND

KNOW ALL PERSONS BY THESE PRESENTS:

That we, \_\_\_\_\_ as PRINCIPAL,

and \_\_\_\_\_, a corporation duly organized

under the laws of the State of \_\_\_\_\_ and duly licensed to become sole surety on bonds required or authorized by the State of California, as SURETY, are held and firmly bound unto the City of San Jose (hereinafter called the "City"), in the penal sum of TEN PERCENT (10%) OF THE TOTAL AMOUNT OF THE BID of the Principal above named, submitted by said Principal to the City of San Jose, for the work described below; for the payment of which sum in lawful money of the United States, well and truly to be made, we bind ourselves, our heirs, executors, administrators and successors, jointly and severally, firmly by these presents. In no case shall the liability

of the Surety hereunder exceed the sum of \_\_\_\_\_

\_\_\_\_\_ DOLLARS (\$ \_\_\_\_\_).

THE CONDITION OF THIS OBLIGATION IS SUCH,

That whereas the Principal has submitted the above mentioned bid to the City of San Jose, for certain construction specifically described as follows, for which bids are to be submitted in the Office of the City Clerk, Wing 2nd Floor, New City Hall, San Jose, California on **March 25, 2010** for the **South Bay Advanced Recycled Water Treatment Facility Project – Early Earthwork**.

NOW, THEREFORE, if the aforesaid Principal is awarded the contract and, within the time and manner required under the specifications, after the prescribed forms are presented to Principal for signature, enters into a written contract, in the prescribed forms, in accordance with the bid, and files a Faithful Performance Bond and a Contractor's Payment Bond, and files the required insurance policies with the City, all as required by the specifications and the contract or by law, then the obligation shall be null and void; otherwise it shall be and remain in full force and effect.

The Surety, for value received, hereby stipulates and agrees that the obligation of said Surety and its bond shall be in no way impaired or affected by any extension of the time within which the Owner may accept such Bid; and said Surety does hereby waive notice of any such extension.

In the event suit is brought upon this bond by the Obligee and judgement is recovered, the Surety shall pay all costs incurred by the Obligee in such suit, including a reasonable attorney's fee to be fixed by the court.

IN WITNESS WHEREOF, we have hereunto set our hands and seals on this \_\_\_\_\_

\_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_\_.

PRINCIPAL

SURETY

\_\_\_\_\_  
Legal Company Name

\_\_\_\_\_  
Legal Company Name

\_\_\_\_\_  
Indicate Type of Entity

By: \_\_\_\_\_  
Title: \_\_\_\_\_

By: \_\_\_\_\_  
Title: \_\_\_\_\_

By: \_\_\_\_\_  
Title: \_\_\_\_\_

By: \_\_\_\_\_  
Title: \_\_\_\_\_

(Affix Corporate Seals)

(Attach Acknowledgments of both Principal and Surety signatures)